

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

Abraham J. Colman (SBN 146933)
acolman@reedsmith.com
Felicia Y. Yu (SBN 193316)
fyu@reedsmith.com
Raymond Y. Kim (SBN 251210)
rkim@reedsmith.com
REED SMITH LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071-1514
Telephone: +1 213 457 8000
Facsimile: +1 213 457 8080

Attorneys for Defendant
Santander Consumer USA, Inc.
dba Chrysler Capital, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOHN LEGNAIOLI, individually, and on
behalf others similarly situated,

Plaintiff,

vs.

CHRYSLER CAPITAL, LLC.; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 5:15-cv-00744-CJC-SP

CLASS ACTION

**DECLARATION OF SERGIO
PADILLA IN SUPPORT OF
DEFENDANT SANTANDER
CONSUMER USA, INC. DBA
CHRYSLER CAPITAL, LLC'S
NOTICE OF MOTION AND
MOTION TO COMPEL
INDIVIDUAL ARBITRATION AND
TO STAY, OR IN THE
ALTERNATIVE, DISMISS ACTION**

[Filed concurrently with Notice of
Motion and Motion to Compel
Arbitration.]

Date: June 1, 2015
Time: 1:30 p.m.
Ct. Rm.: 9B
Compl. Filed: March 5, 2015

Hon. Cormac J. Carney

DECLARATION OF SERGIO PADILLA

I, Sergio Padilla, declare,

1. I am employed by Santander Consumer USA, Inc., dba Chrysler Capital, LLC ("Santander") as Vice President of Replevins. I have held this position since November 2009. I have personal knowledge of the facts contained in this declaration and if called upon to do so, could and would competently testify to the facts in this declaration.

2. Santander is a corporation incorporated under the laws of Illinois, and is headquartered in Dallas, Texas. It is in the business of financing and servicing loan accounts for consumer vehicle purchases. In providing financing for vehicle purchases, Santander issues automobile loans directly to consumers or takes assignment of vehicle sales contracts, also known as Retail Installment Sale Contracts, from automobile dealerships along with the rights, claims, and defenses provided by the contracts, including the right to receive payments from the vehicle purchases. The vehicles purchased serve as collateral for these loans.

3. As Vice President of Replevins for Santander, my primary responsibilities include, among other things, overseeing replevins and cease and desist accounts. In that capacity, I have access to Santander's business records relating to promissory notes and vehicle sales contracts. I am the custodian of records for Santander's business records relating to Plaintiff John Legnaioli ("Plaintiff") and his financial and contractual relationship with Santander. The records referred to herein were made and kept in the ordinary course of Santander's business, and were prepared in the normal course of business at or near the time of the events to which they refer or reflect. I have reviewed Plaintiff's business records, including the Contract and payment history, and am familiar with their contents.

4. On June 14, 2014, Plaintiff executed a "Retail Installment Sale Contract

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

(With Arbitration Provision)" (the "Contract") in connection with the purchase and financing of a 2014 Dodge Dart (the "Vehicle") from an auto dealership. The Contract was assigned to Santander. Pursuant to the Contract, Santander financed Plaintiff's purchase of the Vehicle, and Plaintiff agreed to make seventy-two monthly payments pursuant to the Contract. As stated in the title of the Contract, it includes an Arbitration Provision ("Arbitration Provision") whereby Plaintiff and Santander agreed to arbitrate "[a]ny claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors, or assigns, which arises out of or relates to your credit application . . . this contract or any resulting transaction or relationship" between himself and Santander. A true and correct copy of the Contract signed by Plaintiff (with the contract number redacted) is attached hereto as **Exhibit A**.

5. Aside from a single initial payment, Plaintiff did not make any further monthly payments on the Contract. As a result of Plaintiff's breach of the Contract, the Vehicle was repossessed. A true and correct copy of the loan account's payment history, with personal financial information redacted, is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct.

Executed on May 1, 2015 at NORTH RICHLAND HILLS Texas.


Sergio Padilla

EXHIBIT A

DEAL 86632 Contract Number 08772 R.O.B. Number 1161E

Buyer Name and Address (Including County and Zip Code)
 STEVEN D HARTMAN JR
 7224 WOODWARD AVE
 TWENTYNINE PALMS, CA 92277
 SAN BERNARDINO COUNTY

Co-Buyer Name and Address (Including County and Zip Code)
 JOHN P LEONARDI
 74566 WELLOCK RD
 TWENTYNINE PALMS, CA 92277
 SAN BERNARDINO COUNTY

Seller/Creditor Name and Address
 CRYSTAL CHRYSLER JEEP DODGE CE
 35444 AUTO PARK DRIVE
 CATHEDRAL CITY, CA 92234

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms of the credit agreement on the back of this contract. You agree to pay the Seller - Creditor (hereinafter "S" or "S") in the contract, the Amount Financed and Finance Charge in U.S. dollars according to the payment schedule below. We will give you your finance charge on a daily basis. The Truth-in-Lending Disclosure below is part of this contract.

New Used Year Make and Model Year Date of Manufacture Vehicle Identification Number Primary Use For Which Purchased
 NEW 2014 DODGE DART 18 1C3CDF8B8E0B31808 Personal, Family or Household unless otherwise indicated below
☐ Business or Commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
22.92 %	\$21291.81 (e)	\$ 24585.87	\$ 46377.68 (e)	\$ 48877.68 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of	500.00	07/09/2014
One Payment of	N/A	N/A
One Payment of	N/A	N/A
71	637.19	Monthly Beginning 07/29/2014
N/A	637.19	N/A
One final payment	637.19	06/29/2020

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the payment that is late. Payment, if any, of all your debt only, you may be charged a minimum finance charge. Security interest: You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required agreement to sell before the scheduled sale, return of finance charge, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others):

- Total Cash Price
 - Cash Price of Motor Vehicle and Accessories: \$ 22,341.00 (A)
 - Cash Price Vehicle: \$ 2,335.00
 - Cash Price Accessories: \$ 1,199.00
 - Other (Nontransferable): \$ N/A
- Document Processing Charge (not a government fee): \$ N/A
- Emissions Testing Charge (not a government fee): \$ N/A (C)
- Optional Theft Deterrent Device to whom paid: N/A \$ N/A (D)
- Optional Theft Deterrent Device to whom paid: N/A \$ N/A (E)
- Optional Theft Deterrent Device to whom paid: N/A \$ N/A (F)
- Optional Surface Protection Product to whom paid: N/A \$ N/A (G)
- Optional Surface Protection Product to whom paid: N/A \$ N/A (H)
- EV Charging Station to whom paid: N/A \$ N/A (I)
- State Tax (not transferable) to whom paid: N/A \$ 1,801.12 (J)
- Electronic Vehicle Registration or Transfer Charge (not a government fee) to whom paid: DEALERTRACK \$ 26.00 (K)
- Optional Service Contract to whom paid: CENTURY SERVICE \$ 250.00 (L)
- Optional Service Contract to whom paid: N/A \$ N/A (M)
- Optional Service Contract to whom paid: N/A \$ N/A (N)
- Optional Service Contract to whom paid: N/A \$ N/A (O)
- Optional Service Contract to whom paid: N/A \$ N/A (P)
- Pro Credit or Lease Balance paid by Seller to N/A \$ N/A (Q)

(see downpayment and trade-in calculation)

- Optional Gap Contract to whom paid: PARTNERS ALLIANCE \$ 500.00 (R)
- Optional Used Vehicle Contract Cancellation Option Agreement to whom paid: N/A \$ N/A (S)
- Other (to whom paid): N/A \$ N/A (T)

Total Cash Price (A through T) \$ 27,341.12 (U)

- Amount Paid to Public Official (TAXES)
 - Vehicle License Fee: \$ 138.00 (A)
 - Registration/Transfer/Taxing Fees: \$ 88.00 (B)
 - California Title Fees: \$ 8.75 (C)
 - Other: N/A \$ N/A (D)
- Total Official Fees (A through D) \$ 244.75 (E)
- Amount Paid to Insurance Companies (Total premiums from Statement of Insurance column a - b) \$ N/A (F)
- State Emissions Certification Fee or State Emissions Exemption Fee (Subtotal (E) through F) \$ 27,585.87 (G)
- Total Downpayment
 - Agreed Trade-In Value: N/A \$ N/A (A)
 - Model: N/A \$ N/A (B)
 - Less First Costs or Lease Balance (a) \$ N/A (C)
 - Net Trade-In (A less B) (Indicate if a negative number) \$ 500.00 (D)
 - Deferred Downpayment \$ 2,000.00 (E)
 - Manufacturer's Rebates \$ N/A (F)
 - Cash \$ 500.00 (G)
- Total Downpayment (C through G) \$ 3,000.00 (H)
- If negative, enter amount that will be paid as a positive number on line (I) above \$ 24,585.87 (I)
- Amount Financed (S less I) \$ 24,585.87 (J)

SELLER'S ASSISTED LOAN
 SELLER MAY BE REQUIRED TO PROVIDE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED TO THE EXTENT OF THE LOAN TO THE LENDER. THE LENDER SHALL BE RESPONSIBLE FOR THE LOAN TO THE LENDER.

Proceeds of Loan For: N/A \$ N/A
 Amount of Finance Charge: N/A \$ N/A
 Total of Finance Charge: N/A \$ N/A
 Requirements of: N/A \$ N/A

AUTO BROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by any automobile broker from us unless the following box is checked:
☐ Name of autobroker receiving fee, if applicable: N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign the contract to a finance institution will apply.
 Buyer Signature: *Steven D Hartman Jr* Co-Buyer Signature: *John P Leonard*

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.
 Buyer Signature: *Steven D Hartman Jr* Co-Buyer Signature: *John P Leonard*

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A. Yes ☐ No ☐ SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEXT ACQUIRED VEHICLE, IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT FOR MORE INFORMATION. IF YOU ARE UNABLE TO OBTAIN THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS, YOU SHOULD CONTACT YOUR INSURANCE AGENT FOR MORE INFORMATION. IF YOU ARE UNABLE TO OBTAIN THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS, YOU SHOULD CONTACT YOUR INSURANCE AGENT FOR MORE INFORMATION. IF YOU ARE UNABLE TO OBTAIN THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS, YOU SHOULD CONTACT YOUR INSURANCE AGENT FOR MORE INFORMATION.

Trade-In Prepaid Agreement: Seller relied on information from you to make the trade-in or lease of your vehicle to arrive at the payoff amount shown in Item 6B of the Statement of Amount Financed as the "Trade-In or Lease Balance." You understood that the amount shown in Item 6B is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lender or lessor of the trade-in vehicle, or to designate, if the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lender or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B to any lender.

Buyer Signature: *Steven D Hartman Jr* Co-Buyer Signature: *John P Leonard*

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this vehicle, you should try to resolve it with the seller. If you are unable to resolve the complaint, you may file a complaint with the California Department of Consumer Affairs. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Consumer Affairs. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature: *Steven D Hartman Jr* Co-Buyer Signature: *John P Leonard*

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION. California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had wanted a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or by legal action. However, California law does require the seller to offer a two-day contract cancellation option on vehicles with a purchase price of at least \$400.00. This option is available only on vehicles with a purchase price of at least \$400.00. This option is available only on vehicles with a purchase price of at least \$400.00. This option is available only on vehicles with a purchase price of at least \$400.00.

Buyer Signature: *Steven D Hartman Jr* Co-Buyer Signature: *John P Leonard* Date: 05/14/14

Co-Buyer and Other Co-Buyer: A Co-Buyer is a person who is responsible for paying the entire debt. An other co-buyer is a person whose name is on the title to the vehicle but does not have to pay the debt. The other co-buyer agrees to the security interest in the vehicle given to us in this contract.

Other Co-Buyer Signature: *John P Leonard* Address: _____

GUARANTEE: To induce us to sell this vehicle to you, each person who signs as a Guarantor individually guarantees the payment of this debt. If Buyer fails to pay any money owing on this contract, each Guarantor must pay 1/10th of the total amount due. Each Guarantor will be liable for the total amount due, even if other persons also sign as Guarantors, and even if Buyer has a complete defense to the Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security (4) accept less from the Buyer than the Buyer owes us; (5) otherwise modify a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantors waive notice of acceptance of this Guaranty, notice of the buyer's non-payment, non-performance, and default, and notice of the amount owing at all times, and of any demands upon the Buyer.

Guarantor X: _____ Date: 06/14/14 Guarantor Y: _____ Date: 06/14/14

Address: _____ Address: _____

CRYSTAL CHRYSLER JEEP DODGE CE 05/14/14

Seller Signature: _____ Date: 05/14/14

CRYSTAL CHRYSLER JEEP DODGE CE 05/14/14

Original Lienholder

IMPORTANT INFORMATION

FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller-Creditor may receive part of the Finance Charge.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, or to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$5 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, (3) \$75 if the original Amount Financed is more than \$2,000.

YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing, You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debit cancellation contract) for coverage of the gap amount may be offered for an additional charge.

- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or the contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest. You give us a security interest in:
 - The vehicle and all parts or goods installed on it;
 - All money or goods received (proceeds) by the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refund of premiums or charges from our contracts.
 This security interest of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, at our option, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and this charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below. You may have to pay all you owe at once, if you break your promises (default). We may demand that you pay all you owe on this contract at once, subject to any right the law gives you to renege this contract. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property;
 - The vehicle is lost, damaged or destroyed; or
 - You break any agreement in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them at the law allows.
- How you can get the vehicle back. If we take it, if we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- We will tell the vehicle to you do not get back. If you do not return, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle has a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

WARRANTIES SELLER DISCLAIMS

- If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de la venta sin efecto toda disposición en contrario contenida en el contrato de venta.

Servicing and Collection Contacts

- You agree that we may try to contact you in writing, by e-mail, or using prerecorded/automatic voice messages, text messages, and automatic telephone-dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Applicable Law

- Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

- Warranties of Buyer. You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Cal. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE

- CLAIM PROCEDURE If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

- If your disability insurance covers all of your missed payments, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL, UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing to us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

- If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 30 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given. If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- While the vehicle is in your possession, at terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- IF EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of the Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract), shall, at your or our election, be resolved by binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You will get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute in which case the hearing will be held in the federal district where the contract was executed. We will pay the arbitrator's administration, service or case management fee and your arbitrator or hearing fee up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The arbitrator's fee may be reduced in whole or in part by decision of the arbitrator if it finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (U.S.C. 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court or disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court, but you will waive the right to arbitrate by using self-help remedies, such as a representation, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payment or transfer of this contract, if any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns to (purchaser in this contract) Chrysler Credit (Assignee at address) under the terms of Seller's agreement(s) with Assignee.

☒ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Signed by Chrysler by [Signature] The Seller

Form No. 553-CAR-AR 712

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)

DEAL 86632
Dealer Number 68772 Contract Number _____ R.O.S. Number _____ Stock Number 1161E

Buyer Name and Address (Including County and Zip Code) STEVEN D. MARTINEZ 7224 WOODWARD AVE TWENTYNINE PALMS CA 92277 SAN BERNARDINO COUNTY	Co-Buyer Name and Address (Including County and Zip Code) JOHN P. LEGNAIOLE 74586 WELLOCK RD. TWENTYNINE PALMS CA 92277 SAN BERNARDINO COUNTY	Seller/Creditor (Name and Address) CRYSTAL CHRYSLER JEEP DODGE CE 36444 AUTO PARK DRIVE CATHEDRAL CITY, CA 92234
---	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2014	DODGE DART	18	1C3CDFB85ED831808	<input type="checkbox"/> Personal, family or household use <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment.
22.92 %	\$ 21291.81 (e)	\$ 24585.87	\$ 46377.68 (e)	\$ 48877.68 (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	500.00	07/09/2014		
One Payment of	N/A	N/A		
One Payment of	N/A	N/A		
71	637.19	Monthly beginning 07/29/2014		
N/A	N/A	N/A		
One final payment	637.19	06/29/2020		

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment: If you pay off all your debt early, you may be charged a minimum finance charge. Security Interest: You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 22434.00 (A)

1. Cash Price Vehicle: \$ 21235.00

2. Cash Price Accessories \$ 1199.00

3. Other (Nontaxable)

Describe N/A \$ N/A

Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (D)

E. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (E)

F. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (F)

G. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (G)

H. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (H)

I. EV Charging Station (to whom paid) N/A \$ N/A (I)

J. Sales Tax (on taxable items in A through I) \$ 1801.12 (J)

K. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid) DEALERTRACK \$ 26.00 (K)

L. (Optional) Service Contract (to whom paid) CENTURY SERVICE \$ 2500.00 (L)

M. (Optional) Service Contract (to whom paid) N/A \$ N/A (M)

N. (Optional) Service Contract (to whom paid) N/A \$ N/A (N)

O. (Optional) Service Contract (to whom paid) N/A \$ N/A (O)

P. (Optional) Service Contract (to whom paid) N/A \$ N/A (P)

Q. Prior Credit or Lease Balance paid by Seller to N/A (e) \$ N/A (Q)

(see downpayment and trade-in calculation)

R. (Optional) Gap Contract (to whom paid) PARTNERS ALLIANCE \$ 500.00 (R)

S. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (S)

T. Other (to whom paid) N/A \$ N/A (T)

Total Cash Price (A through T) \$ 27341.12 (1)

2. Amounts Paid to Public Officials ESTIMATE

A. Vehicle License Fees \$ 138.00 (A)

B. Registration/Transfer/Titling Fees \$ 98.00 (B)

C. California Title Fees \$ 8.75 (C)

D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 244.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance column a + b) \$ N/A (3)

STATEMENT OF INSURANCE
 NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance		Premium
\$ N/A Ded. Comp., Fire & Theft	N/A	N/A
\$ N/A Ded. Collision	N/A	N/A
Bodily Injury \$ N/A Limits	N/A	N/A
Property Damage \$ N/A Limits	N/A	N/A
Medical \$ N/A	N/A	N/A
Total Vehicle Insurance Premiums	\$ N/A	

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT, FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer: Steven Martinez
 Co-Buyer: John Legnaiole
 Seller: CRYSTAL CHRYSLER JEEP DODGE

If any insurance is checked below, policies or credit cards from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life	N/A	N/A
Credit Disability	N/A	N/A
Total Credit Insurance Premiums	\$ N/A (b)	

Insurance Company Name N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details). You want to buy the credit insurance.

Date	Buyer Signature	Age
	<u>Steven Martinez</u>	
Date	Co-Buyer Signature	Age
	<u>John Legnaiole</u>	

OPTIONAL GAP CONTRACT A gap contract (debit cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1R of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 12 Mos. PARTNERS ALLIAN
 Name of Gap Contract

I want to buy a gap contract:

Buyer Signs: Steven Martinez

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee. \$ N/A
 5. Subtotal (1 through 4) \$ 27585.87⁽⁵⁾
 6. Total Downpayment
 A. Agreed/Trade-In Value: Yr N/A Make N/A \$ N/A^(A)
 Model N/A Odor N/A
 VIN N/A
 B. Less Prior Credit or Lease Balance (e) \$ N/A^(B)
 C. Net Trade-In (A less B) (indicate if a negative number) \$ N/A^(C)
 D. Deferred Downpayment \$ 500.00^(D)
 E. Manufacturer's Rebate \$ 2000.00^(E)
 F. Other N/A \$ N/A^(F)
 G. Cash \$ 500.00^(G)
 Total Downpayment (C through G) \$ 3000.00⁽⁶⁾
 (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 10 above)
 7. Amount Financed (5 less 6) \$ 24585.87⁽⁷⁾

OPTIONAL SERVICE CONTRACT(S). You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L, 1M, 1N, 1O, and/or 1P:

1L Company CENTURY SERVICE
 Term 72 Mos. or 60000 Miles
 1M Company N/A
 Term N/A Mos. or N/A Miles
 1N Company N/A
 Term N/A Mos. or N/A Miles
 1O Company N/A
 Term N/A Mos. or N/A Miles
 1P Company N/A
 Term N/A Mos. or N/A Miles
 Buyer X Steuin Bate

SELLER ASSISTED LOAN
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
 Amount \$ N/A Finance Charge \$ N/A
 Total \$ N/A Payable in N/A
 Installments of \$ N/A
 from this loan is shown in item 8D.

AUTO BROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X Steuin Bate
 Co-Buyer Signs John Lyle

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X Steuin Bate Buyer
John Lyle Co-Buyer

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X Steuin Bate
 Co-Buyer Signs John Lyle

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS: _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
 FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
 THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X Steuin Bate
John Lyle

Trade-In Payoff Agreement: Seller relied on information from you and/or the lender or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lender or lessor of the trade-in vehicle; or its designee, if the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lender or lessor. Except as stated in the "NOTICE" on the back of this contract, any designee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature X N/A
 Co-Buyer Signature X N/A

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Steuin Bate
 Co-Buyer Signature X John Lyle

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
 California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X Steuin Bate Date 06/14/14 Co-Buyer Signature X John Lyle Date 06/14/14
 Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date 06/14/14 Guarantor X _____ Date 06/14/14
 Address _____ Address _____

Seller Signs _____ Date 06/14/14 By X _____ Title MGR.

FORM NO. 553-CA-ARB (REV. 7/94) U.S. PATENT NO. 5,462,752
 ©2013 The Reynolds and Reynolds Company. TO ORDER: www.reynolds.com; 1-800-344-0286; fax 1-800-421-6203
 THIS PRINTED SALES CONTRACT, INCLUDING ANY SUPPLEMENTAL SALES CONTRACT, IS TO BE USED FOR THE PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

ORIGINAL LIENHOLDER

OTHER IMPORTANT AGREEMENTS**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$.75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract, (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods installed on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs, the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. **Servicing and Collection Contacts.**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. **Applicable Law**

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. **Warranties of Buyer.** You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due, or until the insurance company pays or rejects your claim, whichever

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:
- You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property;
 - The vehicle is lost, damaged or destroyed; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

comes first. We may have to try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given. If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to		(Assignee) at (address)	
<i>Chrysler Credit</i>			
<input type="checkbox"/> Assigned with recourse <input checked="" type="checkbox"/> Assigned without recourse <input type="checkbox"/> Assigned with limited recourse			
By <i>Chrysler Credit</i>		The <i>Seller</i>	

Form No. 553-CA-ARB 7/13

EXHIBIT B

CHRYSLER
C A P I T A L

REDACTED

P.O. Box 961275
Fort Worth, TX 76161

Account Number: [REDACTED] Primary Name: [REDACTED]

Good Through	Total Payoff	Principal	Interest	Late Fees	Misc. Fees	
Mar 23, 2015	\$14,765.23	\$11,285.87	\$2,465.96	\$127.40	\$886.00	
Effective Date	Amount	Principal	Interest	Late Fees	Misc. Fees	Principal Balance
Jan 22, 2015	\$-441.00	\$-441.00	\$0.00	\$0.00	\$0.00	\$11,285.87
User allocated payment Non-Cash sales proceeds						
Jan 22, 2015	\$-12,859.00	\$-12,859.00	\$0.00	\$0.00	\$0.00	\$11,726.87
User allocated payment Sale Proceeds						
Jan 22, 2015	\$441.00	\$0.00	\$0.00	\$0.00	\$441.00	\$24,585.87
Recovery fee assessment Auction Fees						
Jan 06, 2015	\$405.00	\$0.00	\$0.00	\$0.00	\$405.00	\$24,585.87
Recovery fee assessment Repo Fees						
Dec 10, 2014	\$31.85	\$0.00	\$0.00	\$31.85	\$0.00	\$24,585.87
Late charge assessment System Generated Transaction						
Nov 09, 2014	\$31.85	\$0.00	\$0.00	\$31.85	\$0.00	\$24,585.87
Late charge assessment System Generated Transaction						
Oct 22, 2014	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00	\$24,585.87
Recovery fee assessment Assessed Field Call Fee						
Oct 10, 2014	\$31.85	\$0.00	\$0.00	\$31.85	\$0.00	\$24,585.87
Late charge assessment System Generated Transaction						
Sep 09, 2014	\$31.85	\$0.00	\$0.00	\$31.85	\$0.00	\$24,585.87
Late charge assessment System Generated Transaction						
Jul 29, 2014	\$-637.19	\$0.00	\$-637.19	\$0.00	\$0.00	\$24,585.87
System allocated payment Lockbox Payment BTCH# 00000003 SEQ# 0180 CK# 001187						